

**EXECUTIVE/COUNCIL APPROVAL FORM****MANAGEMENT ROUTING:**

EXECUTIVE John Lovick  
 EXEC. DIR. Lenda Crawford  
 DEPT.. DIRECTOR Steve Thomsen, P.E. *ST*  
 DEPARTMENT Public Works  
 DIV. MGR. Gregg Farris, Interim *GF*  
                   SWM Co-Director  
                   Karen Kerwin, Interim  
                   SWM Co-Director  
 DIVISION Surface Water Mgmt  
 ORIGINATOR Dave Lucas *DL*  
 DATE June 30, 2015 EXT. 4648

**TO: COUNCIL CHAIRPERSON:**  
**SNOHOMISH COUNTY COUNCIL**

**EXECUTIVE RECOMMENDATION:**

☒ Approve ☐ No Recommendation  
☐ Further Processing

Requested By

*Lenda Crawford* LENDA CRAWFORD 7/6/15  
 Executive Office Signature  
 CEO Staff Review 7/2/15  
 Received at Council Office *PT 2:40 pm* 7/6/15

**DOCUMENT TYPE:**

☐ BUDGET ACTION:  
                   ☐ Emergency Appropriation  
                   ☐ Supplemental Appropriation  
                   ☐ Budget Transfer  
☐ CONTRACT:  
                   ☐ New  
                   ☐ Amendment

☐ GRANT APPLICATION  
☒ ORDINANCE  
                   ☐ Amendment to Ord. # \_\_\_\_\_  
☐ PLAN  
☐ OTHER

**DOCUMENT / AGENDA TITLE:**

RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT PROGRAM FUNDS; AND AUTHORIZING THE EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS

**APPROVAL AUTHORITY:**

EXECUTIVE \_\_\_\_\_ COUNCIL ☒  
 CITE BASIS RCW 39.34

**HANDLING:** NORMAL ☒ EXPEDITE \_\_\_\_\_ URGENT \_\_\_\_\_ DEADLINE DATE 8/31/15

**PURPOSE:**

To approve the recommendations of the committee to award the Snohomish County Flood Damage Reduction Grant Program funds and direct the Executive to execute Interlocal agreements with five special purpose districts to distribute the funds.

**BACKGROUND:**

- The County recognizes the value of repairing damages to Special Purpose District (District) facilities to maintain flood protection to homes, farms and County roads.
- Special purpose districts manage their facilities to improve the farming and use of agricultural land along Snohomish County Rivers and to drain flood waters after major floods.
- Special purpose districts, as part of ongoing repair and maintenance programs, need to finalize repairs to portions of their respective flood control structures.
- The County has established a Flood Damage Reduction Grant Program and approved a total funding amount of \$150,000 in the 2015 Surface Water Management Budget to benefit flood management in Snohomish County.
- Applications for the Grant Program were mailed out in April and seven applications were returned from five applicants.

- An ad-hoc committee consisting of members of the Coordinated Diking Council, Stillaguamish Flood Control District, the past US Army Corps of Engineers Snohomish Basin Flood Engineer, the Snohomish Conservation District Engineer, and the City of Everett met in May 2015 to review, rank and submit for Council approval three recommendations for awarding the grant funds.
- See attached narrative of award process and recommendations, Exhibit A.
- Passage of this Ordinance will direct the Executive to execute the attached Interlocal Agreements with Diking and Drainage Improvement District No. 7, Drainage District No. 13, French Slough Flood Control District, Stillaguamish Flood Control District and Marshland Flood Control District (Exhibits B, C, D, E & F) as provided in RCW 39.34.

# FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
415 506 5115 4191 Special District Payments	\$150,000		\$150,000
TOTAL	0		

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
415 306 111 9714 OpT. Co. Rd.	\$150,000		\$150,000
TOTAL	\$150,000		\$150,000

## DEPARTMENT FISCAL IMPACT NOTES:

Funds for this program have been approved in the 2015 SWM Budget.

BUDGET REVIEW: AM Analyst JW Administrator RO Recommend Approval C

## CONTRACT INFORMATION:

## SWM Project Number:

ORIGINAL \_\_\_\_\_ CONTRACT # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
 AMENDMENT \_\_\_\_\_ CONTRACT # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

## CONTRACT PERIOD:

ORIGINAL Start Upon Execution End 12/31/15  
 AMENDMENT Start \_\_\_\_\_ End \_\_\_\_\_

## CONTRACT / PROJECT TITLE:

## CONTRACTOR NAME & ADDRESS (City/State only):

## APPROVED:

RISK MANAGEMENT Yes \_\_\_\_\_ No N/A

COMMENTS \_\_\_\_\_

PROSECUTING ATTY - AS TO FORM: Yes ✓ No \_\_\_\_\_

## OTHER DEPARTMENTAL REVIEW / COMMENTS:

## ELECTRONIC ATTACHMENTS : (List & include path & filename for each, e.g. G:\ECAF\deptname\docname\_Motion)

G:\ECAF\Dept06\_pw\swm\2015\_ECAF\_SWM\_Flood\_Damage\_Reduction\_Grant.docx  
 G:\ECAF\Dept06\_pw\swm\Flood\_Control\_Grant\_Ord-2015.docx - Ordinance.docx  
 G:\ECAF\Dept06\_pw\swm\2015-committee recommendations.docx - Committee Recommendations.docx  
 G:\ECAF\Dept06\_pw\swm\DDID7-Grant Fund Interlocal-2015.docx - DDID7 ILA.docx  
 G:\ECAF\Dept06\_pw\swm\DD13-Grant Fund Interlocal-2015.docx - DD13 ILA.docx  
 G:\ECAF\Dept06\_pw\swm\FSFCD-Grant Fund Interlocal-2015.docx - FSFCD ILA.docx  
 G:\ECAF\Dept06\_pw\swm\SFCD-Grant Fund Interlocal-2015.docx - SFCD ILA.docx  
 G:\ECAF\Dept06\_pw\swm\MFCD-Grant Fund Interlocal-2015.docx - MFCD ILA.docx

**ADDITIONAL ATTACHMENTS:**

- ORDINANCE NO. 15-\_\_\_\_ RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT PROGRAM FUNDS; AND AUTHORIZING THE EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS (TWO COPIES).
- INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND DIKING AND DRAINAGE IMPROVEMENT DISTRICT NO. 7 FOR FLOOD DAMAGE REDUCTION (TWO COPIES).
- INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND DRAINAGE DISTRICT NO. 13 FOR FLOOD DAMAGE REDUCTION (TWO COPIES).
- INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND FRENCH SLOUGH FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (TWO COPIES).
- INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND STILLAGUAMISH FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (TWO COPIES).
- INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND MARSHLAND FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (TWO COPIES).

1 APPROVED:  
2 EFFECTIVE:

3  
4 SNOHOMISH COUNTY COUNCIL  
5 SNOHOMISH COUNTY, WASHINGTON  
6

7 ORDINANCE NO. 15-\_\_\_\_  
8  
9

10 RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT  
11 PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE  
12 REDUCTION GRANT PROGRAM FUNDS; AND AUTHORIZING THE EXECUTIVE TO  
13 EXECUTE INTERLOCAL AGREEMENTS WITH GRANT RECIPIENTS REGARDING  
14 THE EXPENDITURE OF GRANT FUNDS  
15  
16

17 WHEREAS, chapter 86.09 RCW allows local communities to create special  
18 purpose flood control districts for the protection of life and property, the preservation of  
19 the public health and the conservation and development of the natural resources of the  
20 state of Washington; and  
21

22 WHEREAS, special purpose flood control districts have been formed under  
23 chapter 86.09 RCW within Snohomish County, including Marshland Flood Control  
24 District; and,  
25

26 WHEREAS, chapter 85.38 RCW allows local communities to create special  
27 purpose districts to provide diking, drainage and/or flood control facilities and services;  
28 and  
29

30 WHEREAS, special purpose flood control districts have been formed under  
31 chapter 85.38 RCW within Snohomish County, including the Stillaguamish Flood  
32 Control District, the French Slough Flood Control District, Diking and Drainage  
33 Improvement District No. 7, and Drainage District No. 13; and  
34

35 WHEREAS, for purposes of this ordinance the Marshland Flood Control District,  
36 the French Slough Flood Control District, Diking and Drainage Improvement District No.  
37 7, Drainage District No. 13 and the Stillaguamish Flood Control District shall be  
38 collectively referred to as the "Districts"; and  
39

40 WHEREAS, the Districts manage their respective flood control and protection  
41 facilities to improve the farming and use of agricultural land along Snohomish County  
42 rivers and to drain flood waters after major floods; and  
43

ORDINANCE NO. 15-\_\_\_\_  
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION  
GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE  
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY  
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT  
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 1

1 WHEREAS, certain facilities owned, operated and/or maintained by the Districts  
2 recently suffered damage from severe weather events; and  
3

4 WHEREAS, the Snohomish County Council ("County Council") recognizes the  
5 importance of repairing damages to the various flood control and protection facilities  
6 that are owned, operated and/or maintained by the Districts; and  
7

8 WHEREAS, as a part of Snohomish County's 2015 Budget for the Division of  
9 Surface Water Management of the Department of Public Works, the County Council  
10 established a Snohomish County Flood Damage Reduction Grant Program (the  
11 "Program") having a total funding amount of One Hundred Fifty Thousand Dollars  
12 (\$150,000) (the "Grant Funds");  
13

14 WHEREAS, a committee was established (the "Ad-Hoc Committee" or "Ad-Hoc  
15 Committee for the Snohomish County Flood Damage Reduction Grant Program") to  
16 publicize the existence of the Program and solicit and accept applications requesting a  
17 portion of the Grant Funds for use in proposed projects to repair flood control facilities;  
18 and  
19

20 WHEREAS, the Ad-Hoc Committee has received and reviewed numerous  
21 applications requesting some or all of the Grant Funds for use in proposed projects to  
22 repair flood management facilities; and  
23

24 WHEREAS, the Ad-Hoc Committee recommends awarding the Grant Funds to  
25 the Districts in the amounts and for the purposes described in Exhibit A attached hereto;  
26 and  
27

28 WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, allows local  
29 governmental entities to make efficient use of their resources by cooperating with each  
30 other on a basis of mutual advantage to meet the needs of local communities; and  
31

32 WHEREAS, the County Council held a public hearing on \_\_\_\_\_,  
33 2015, to hear public comment and consider (i) approving the recommendation of the  
34 Ad-Hoc Committee, (ii) authorizing the distribution of the Grant Funds, and  
35 (iii) authorizing the Snohomish County Executive ("County Executive") to execute  
36 interlocal agreements with the Districts regarding the expenditure of the Grant Funds;  
37

38 NOW, THEREFORE, BE IT ORDAINED:  
39

40 Section 1. The County Council hereby adopts the foregoing recitals as findings  
41 of fact and conclusions as if set forth in full herein.  
42

ORDINANCE NO. 15-\_\_\_\_\_  
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION  
GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE  
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY  
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT  
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 2

1           Section 2. The County Council approves the recommendation of the Ad-Hoc  
2 Committee for the Snohomish County Flood Damage Reduction Grant Program  
3 regarding the distribution of the Grant Funds and authorizes the distribution of those  
4 funds in the manner described in Exhibit A hereto.

5  
6           Section 3. The County Council authorizes the County Executive to execute the  
7 Interlocal Agreement Between Snohomish County and Diking and Drainage  
8 Improvement District No. 7 for Flood Damage Reduction in the form set forth as  
9 Exhibit B hereto.

10  
11           Section 4. The County Council authorizes the County Executive to execute the  
12 Interlocal Agreement Between Snohomish County and Drainage District No. 13 for  
13 Flood Damage Reduction in the form set forth as Exhibit C hereto.

14  
15           Section 5. The County Council authorizes the County Executive to execute the  
16 Interlocal Agreement Between Snohomish County and French Slough Flood Control  
17 District for Flood Damage Reduction in the form set forth as Exhibit D hereto.

18  
19           Section 6. The County Council authorizes the County Executive to execute the  
20 Interlocal Agreement Between Snohomish County and Stillaguamish Flood Control  
21 District for Flood Damage Reduction in the form set forth as Exhibit E hereto.

22  
23           Section 7. The County Council authorizes the County Executive to execute the  
24 Interlocal Agreement Between Snohomish County and Marshland Flood Control District  
25 for Flood Damage Reduction in the form set forth as Exhibit F hereto.

26  
27  
28                           *[The remainder of this page is intentionally left blank.]*  
29

1  
2  
3 PASSED this \_\_\_\_ day of \_\_\_\_\_, 2015.  
4  
5

6  
7 ATTEST:  
8  
9

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

10 \_\_\_\_\_  
11 Clerk of the Council  
12  
13

\_\_\_\_\_  
Council Chair

14 ( ) APPROVED

DATE: \_\_\_\_\_

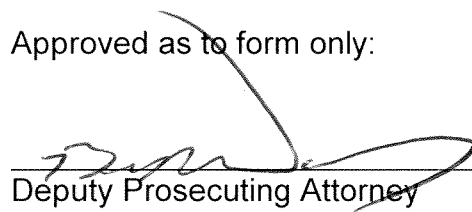
15  
16 ( ) EMERGENCY

17  
18 ( ) VETOED  
19

20 \_\_\_\_\_  
21 John Lovick  
22 County Executive

23 ATTEST: \_\_\_\_\_  
24  
25

26 Approved as to form only:  
27  
28

29   
30 Deputy Prosecuting Attorney  
31



**EXHIBIT A  
to  
ORDINANCE NO. 15-\_\_\_\_**

**2015 Snohomish County Flood Damage Reduction Grant Program Ad-Hoc  
Committee Recommendations**

*[See Attached]*

ORDINANCE NO. 15-\_\_\_\_  
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION  
GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE  
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY  
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT  
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 5

## **Committee Recommendations**

May 14, 2015

### **Members**

Chuck Hazelton, Stillaguamish Flood Control District  
Roy Harris, City of Everett, Public Works Department  
Norm Skjelbreia  
Kelly Cahill, Snohomish Conservation District  
Dave Lucas, Snohomish County Public Works  
Neil Wheeler, Coordinated Diking Districts  
Jerry Mansfield, Diking District No. 4

### **Purpose of the Committee**

The purpose of the committee is to review the applications submitted for Snohomish County Flood Damage Reduction Grant Program funds; and to reach agreement on the distribution of these funds, which total \$150,000.

### **Qualifications and Criteria**

Grant applications had been sent out to all committee members prior to the meeting. Information on qualifications and criteria was also available as a handout distributed in the meeting packet, and is summarized as follows:

- Eligibility - Jurisdictions who were awarded funds in the previous year must have successfully complied with the following:
  - Obtained all required permits and easements for the project and complied with all the permit conditions.
  - Allowed county staff to inspect the final project.
  - Submitted documentation of project expenses and completion within three months of completing project.
- Criteria for evaluating applications
  - Submitted by an entity that is an eligible special purpose district under state law.
  - Project must have public benefit to County roads. Subcategories under this include: public infrastructure protected, habitat design elements, number of citizens protected, and acres of land protected
  - Projects should address the repair and maintenance of flood control structures.
  - Projects must be consistent with the specific river basin Comprehensive Flood Control Management Plan recommendations.
  - Consideration should be given to the financial need of the applicant and to the existing level of flood protection at the proposed project site.

## 2015 Applications Received: Discussion and Evaluation

Members reviewed the applications, and contributed their initial thoughts.

### Diking and Drainage District No. 7 Project #1

#### Dike Repair and Maintenance

Estimated Project Cost	\$268,000
Grant Request	\$50,645
Sponsor Match (in-kind)	\$217,355 (429%)

### Diking and Drainage District No. 7 Project #2

#### Dike Repair and Maintenance

Estimated Project Cost	\$17,216
Grant Request	\$4,304
Sponsor Match	\$12,912 (300%)

### Drainage District No. 13

#### Dike Repair and Maintenance

Estimated Project Cost	Unknown
Grant Request	Unknown
Sponsor Match (in-kind)	Unknown

### French Slough Flood Control District Project #1

#### Levee Repair and Maintenance

Estimated Project Cost	\$900,000
Grant Request	\$120,000
Sponsor Match	\$60,000 (50%)
Corps of Engineers Match	\$720,000 (600%)

### French Slough Flood Control District Project #2

#### Levee Repair and Maintenance

Estimated Project Cost	\$30,000
Grant Request	\$22,500
Sponsor Match	\$7,500 (33%)

### Stillaguamish Flood Control District

#### Levee Repair and Maintenance

Estimated Project Cost	\$75,000
Grant Request	\$56,250
Sponsor Match	\$18,750 (25%)

### Marshland Flood Control District

#### Levee Repair along Snohomish River across from the mouth of Pilchuck River

Estimated Project Cost	\$250,000
Previous Grant awards	\$187,500
Grant Request	\$77,500
Sponsor Match	\$62,500 (25%)

**Project selection and grant awards**

Committee consensus is one of the main elements in selecting projects in the program. All committee members agreed that the projects met the criteria as outlined above and all were moved forward for funding consideration.

The committee felt that funding an unspecified project from Drainage District No. 13 was unwise; however, the committee did feel that the District would benefit from a \$5,000 award to help offset a design study. The committee recommended making future grant awards contingent upon the District providing a funding plan to pay for repairs.

**Recommended amounts for award:**

Diking and Drainage District No. 7	\$ 26,000
Drainage District No. 13	\$ 5,000
French Slough Flood Control District	\$ 60,000
Stillaguamish Flood Control District	\$ 27,000
Marshland Flood Control District	<u>\$ 32,000</u>
TOTAL	\$150,000

**EXHIBIT B  
to  
ORDINANCE NO. 15-\_\_\_\_**

**Interlocal Agreement Between Snohomish County and Diking and Drainage  
Improvement District No. 7 for Flood Damage Reduction**

*[See Attached]*

ORDINANCE NO. 15-\_\_\_\_  
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION  
GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE  
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY  
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT  
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 6

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND DIKING AND DRAINAGE IMPROVEMENT DISTRICT NO. 7  
FOR FLOOD DAMAGE REDUCTION

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND DIKING AND DRAINAGE IMPROVEMENT DISTRICT NO. 7 FOR FLOOD DAMAGE REDUCTION (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Diking and Drainage Improvement District No. 7, a special purpose district organized under chapter 85.38 RCW (the “District”).

RECITALS

WHEREAS, the District manages its facilities to improve the farming and use of agricultural land along the Snohomish and Pilchuck rivers and to drain flood waters after major floods;

WHEREAS, the District as part of its ongoing repair and maintenance program needs to finalize repairs to its facilities damaged during the winter of 2014/2015;

WHEREAS, the District and the County recognize the value of repairing damages to District facilities to maintain flood protection to homes, farms and County roads;

WHEREAS, the County has established a Flood Damage Reduction Grant Program and approved a total funding amount of One Hundred Fifty Thousand Dollars (\$150,000) (the “Grant Funds”) in the 2015 Surface Water Management Budget to benefit flood management in Snohomish County;

WHEREAS, the County has established an Ad-Hoc Committee to publicize the existence of the Flood Damage Reduction Grant Program and solicit and accept applications requesting a portion of the Grant Funds for use in proposed flood management projects;

WHEREAS, the District submitted applications to the Ad-Hoc Committee requesting Grant Funds for use in repairing the District’s levees and drainage facilities, the estimated cost of which is Two Hundred Eighty Five Thousand Two Hundred Sixteen Dollars, (\$285,216);

WHEREAS, after evaluating all applications submitted for the Grant Funds, the Ad-Hoc Committee has recommended allocating Grant Funds to the District in the amount of Twenty Six Thousand Dollars, (\$26,000) to support the District’s proposed projects;

WHEREAS, the County Council has, through Ordinance 15-\_\_\_\_, approved the Ad-Hoc Committee’s recommendations and authorized the County Executive to execute this Agreement; and

WHEREAS, pursuant to chapter 39.34 RCW, each of the parties is authorized to enter into an interlocal agreement with the other;

## AGREEMENT

NOW, THEREFORE, the County and the District agree as follows:

### I. Responsibilities of the Parties:

#### A. Snohomish County:

1. The County agrees to contribute Twenty Six Thousand Dollars, (\$26,000) (the "Contribution") of the Grant Funds to the District to be used for sea dike repairs along the northern 2,000 feet of the District's sea dike and for ditch cleaning along Unnamed Slough, as described in the District's applications submitted to the Ad-Hoc Committee (the "Projects") a copy of which is attached hereto as Exhibit A.
2. The County shall disburse the Contribution to the District within approximately sixty (60) days after the date on which this Agreement is fully executed by both parties.

#### B. Diking and Drainage Improvement District No. 7:

1. The District, as owner of the flood control facilities at issue, agrees to act as the project manager and to enter into all necessary contracts to ensure proper construction of the Projects.
2. The District agrees to pay for all costs associated with the Projects, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc. Concurrent therewith, the District covenants and agrees to contribute matching funds (and/or in-kind labor having an equivalent value) in an amount not less than \$6,500 towards completion of the Project(s).
3. The District agrees to provide to the County copies of receipts for labor, materials and equipment showing how the Contribution was spent, and showing a minimum of Six Thousand Five Hundred Dollars (\$6,500) in matching contribution by the District.
4. The District agrees to allow County staff to inspect the completed Projects.
5. To maintain future eligibility for County grant funding, the District agrees to include project elements to improve riparian and/or fish habitat.

6. Should the District fail to complete the Projects without good cause, the District agrees that such failure shall make the District ineligible to receive any grant funds that might otherwise be available from the County for flood damage reduction during the 2016 calendar year.

II. Effectiveness and Duration:

A. This Agreement shall become effective when each of the following has occurred:

1. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;
2. Execution of the Agreement by the duly authorized representative of each of the parties hereto; and
3. In accordance with RCW 39.34.040, the fully executed Agreement is either (i) filed with the Snohomish County Auditor, or (ii) posted on the County's Interlocal Agreements website.

B. This Agreement shall expire on December 31, 2015.

III. Amendments, Extension or Termination:

This Agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

IV. Integration Clause:

There are no verbal or other agreements which modify this document.

V. Compliance with Law:

The parties, in the performance of this Agreement agree to comply with all applicable local, state, and/or federal laws and ordinances applicable to the activities contemplated herein.

VI. Severability:

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.



VII. Notices:

All notices required to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

Diking and Drainage Improvement District No. 7  
31718 Pioneer Highway  
Stanwood, WA 98292  
Attn: Tyler Breum, Chairman

Snohomish County Dept. of Public Works  
Surface Water Management Division  
3000 Rockefeller Ave, M/S 607  
Everett, WA 98201-4046  
Attn: Director

VIII. Hold Harmless and Indemnification:

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or default of the indemnifying party under this Agreement. The provisions of this Section VIII shall survive the expiration or earlier termination of this Agreement.

IX. Interlocal Cooperation Act.

This Agreement is made and entered into under the authority of chapter 39.34 RCW, the Interlocal Cooperation Act. The purpose of this Agreement is to assist the District with needed repairs to flood control structures that provide protection to public infrastructure and private properties. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer the party's participation in this Agreement. The parties' initial Administrators shall be the individuals specified in Section VII above. Either party may change its Administrator at any time by delivering written notice of the party's new Administrator to the other party. The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**THE COUNTY:**

Snohomish County, a political subdivision of  
the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE DISTRICT:**

Diking and Drainage Improvement District  
No. 7, a special purpose district organized  
under chapter 85.38 RCW

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

  
Deputy Prosecuting Attorney

*[The remainder of this page is intentionally left blank.]*

Exhibit A  
DIKING AND DRAINAGE IMPROVEMENT DISTRICT NO. 7 2015 APPLICATION FOR FLOOD DAMAGE  
REDUCTION GRANT

RECEIVED

APR 15 2015

FLOOD DAMAGE REDUCTION GRANT APPLICATION SURFACE WATER MGMT.

Name of Applicant Dike + Drainage District 7 Date 4-15-2015

Mailing Address: 31718 Pioneer Hwy

Stanwood WA 98292

Contact Person for Project Coordination Tyler Breum

Contact phone number: 360 202 3483 Contact email: tbreum@gmail.com

Location of Project (attach Map): 1 mile north of Stanwood

Scope of Project (Explain problem, benefits and project. Attach preliminary plans and photos.):

See attached narrative + photos

Estimate of Project Cost: \$268,000 Applicant Grant Match: \$217,600

Work to be performed by: Contractor Owner District City Other

Required Project Permits. Please list. LDA, Flood Hazard

Estimated start date: Sept 2015 Estimated completion date: Sept 2015

Signature of Authorized Representative of Applicant:

Tyler Breum Date: 4-15-2015

Commissioner

(Title)

Attach additional pages as needed.

## DD7 Sea Dike Improvement Project

**Background:** DD7 covers approximately 1170 acres just north of the City of Stanwood. The western boundary of the District is a sea dike approximately two miles long that protects the District from high tides from Skagit Bay and flood waters from the Skagit River. The diking system protects prime agricultural land, residential properties, and public infrastructure both north of Stanwood and within the city itself.

In August 2013, Snohomish County Surface Water Management delivered the *District 7 Dike Assessment* report. The purpose of the report was to characterize the condition of the sea dike and recommend actions to create a uniform dike cross section with a uniform top elevation that meets NRCS or US Army Corps design standards.

**Problem:** The sea dike's condition has deteriorated over the past few years due to insufficient maintenance funding generated through the District's assessments. Presently, the sea dike varies in elevation by 4.5 feet over its length and at the north end is only wide enough to walk on. Sea water from Skagit Bay has overtopped the dike on numerous occasions and in multiple locations over the past few years, especially during winter months, when tides are at their highest.

**Proposed Actions:** To reduce the chance of breaching or overtopping of the sea dike, DD7 intends to repair the Sea Dike near the north end, where it is narrowest, by placing new fill, to flatten the side slopes, and raise and widen the levee crest (see attached documents) for about 2000 feet.

**Project Cost and Funding Request:** Bids and estimates put the project cost at \$268,000, as broken down below. DD7 intends to provide the diking material, using material donated by the District's members. Therefore, we are requesting a grant of \$50,645, with a 100% District in-kind match.

8000 cubic yards of material @ \$25/cy = \$200,000  
Solo Dump Truck: 257 hours @ \$110/hr = \$28,270  
950 Loader: 75 hours @ \$115/hr = \$8,625  
650K Dozer: 85 hours @ \$120/hr = \$10,200  
Grader: 5 hours @ \$100/hr = \$500  
423 Compactor: 10 hours @ \$95/hr = \$950  
Equipment Mobilization - Move in: \$500

Subtotal = \$249,045.00  
Sales tax (7.7%) = \$19,176.47  
Total Cost = \$268,222

With an annual budget of \$11,600, 2 miles of sea dike and more than 5 miles of ditches to maintain in the face of ever-increasing upland run-off, DD7 needs assistance in repairing its diking system.

RECEIVED

APR 15 2015

FLOOD DAMAGE REDUCTION GRANT APPLICATION

SURFACE WATER MGMT.

Name of Applicant Dike & Drainage District 7 Date 4-15-2015

Mailing Address: 31718 Pioneer Hwy  
Stanwood WA 98292

Contact Person for Project Coordination Tyler Breum

Contact phone number: 360 202 3483 Contact email: tbreum@gmail.com

Location of Project (attach Map): 1 mile north of Stanwood

Scope of Project (Explain problem, benefits and project. Attach preliminary plans and photos.):

See attached narrative & photos

Estimate of Project Cost: \$17,216 Applicant Grant Match: \$4,304

Work to be performed by: ☒ Contractor ☐ Owner ☐ District ☐ City ☐ Other

Required Project Permits. Please list. HPA

Estimated start date: Sept 2015 Estimated completion date: Sept 2015

Signature of Authorized Representative of Applicant:

Tyler Breum Date: 4-15-2015

Commissioner  
(Title)

Attach additional pages as needed.

## DD7 Unnamed Slough Conveyance Improvement Project

**Background:** Dike and Drainage Improvement District #7 (DD7) covers approximately 1170 acres just north of the City of Stanwood, between the sea dike on the west and Pioneer Highway on the east. The drainage system protects prime agricultural land, residential properties, and public infrastructure both north of Stanwood and within the city itself. The ditches not only drain the fields, but also convey stormwater runoff from uplands east of DD7, across the valley and out through our tidegates into Skagit Bay.

In November 2014, Snohomish County Surface Water Management and their engineering consultants, NHC, delivered the *Douglas Creek and Vicinity Hydrologic and Hydraulic Modeling* report. The purpose of the report was to characterize drainage issues and to investigate alternatives to reduce agricultural land flooding within Dike and Drainage District 7.

**Problem:** Surges of upland stormwater during heavy rains repeatedly overload our drainage system, particularly in Unnamed Slough. The ditches overtop and the fields flood before these peak flows eventually drain away, at significant loss to agricultural viability. Under these conditions, the state of the ditches has suffered from bank sloughing and the deposition of upland soils. Hydraulic modeling has identified conveyance capacity as a major factor contributing to flooding, limiting the flow rate across the valley and the rate of discharge at the tidegate. A key bottleneck is addressed by the project:

Unnamed Slough Conveyance Improvement - The report identified two sections of Unnamed Slough (see attached graphics) where higher elevation of the ditch bottom restricts the flow of water from the hillside to the tidegate.

**Proposed Actions:** To reduce flooding, the project aims to improve stormwater conveyance between the hillside and the bay. The findings of NHC indicate that an effective action would be to remove the constrictions in Unnamed Slough. We propose to clean out these sections to their original depth, starting at the culvert at 108<sup>th</sup> Ave NW and working upstream to the culverts at Old Pacific Highway, for a total of approximately 5800 feet.

**Project Cost and Funding Request:** Bids and estimates put the project cost at \$17,215.76, as broken down below. We are requesting a grant of \$12,911.82, with a 25% District match.

Cleaning 5800 feet of ditch

Haul-in = \$260

77 track-hoe hrs @ \$130/hr = \$10,010

Dozer Haul-in = \$150

Distributing spoils in field with dozer = \$4264.92

Hydroseeding ditch bank = \$1300

Subtotal = \$15,984.92

Sales tax (7.7%) = \$1,230.84

**Project Total \$17,215.76**

With an annual budget of \$11,600, two miles of sea dike and more than 5 miles of ditches to maintain in the face of ever-increasing upland run-off, DD7 needs assistance in renovating its drainage system. Concurrent with the Conveyance Improvement Project, we are also undertaking a project for comprehensive repair of over 2 miles of sea dike.



**EXHIBIT C  
to  
ORDINANCE NO. 15-\_\_\_\_**

**Interlocal Agreement Between Snohomish County and Drainage District  
No. 13 for Flood Damage Reduction**

*[See Attached]*

ORDINANCE NO. 15-\_\_\_\_  
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION  
GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE  
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY  
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT  
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 7

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND DRAINAGE DISTRICT NO. 13  
FOR FLOOD DAMAGE REDUCTION

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND DRAINAGE DISTRICT NO. 13 FOR FLOOD DAMAGE REDUCTION (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Drainage District No. 13, a special purpose district organized under chapter 85.38 RCW (the "District").

RECITALS

WHEREAS, the District manages its facilities to improve the farming and use of agricultural land along the Snohomish River and to drain flood waters after major floods;

WHEREAS, the District as part of its ongoing repair and maintenance program needs to finalize repairs to its facilities damaged during the winter of 2014/2015;

WHEREAS, the District and the County recognize the value of repairing damages to District facilities to maintain flood protection to homes, farms and County roads;

WHEREAS, the County has established a Flood Damage Reduction Grant Program and approved a total funding amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "Grant Funds") in the 2015 Surface Water Management Budget to benefit flood management in Snohomish County;

WHEREAS, the County has established an Ad-Hoc Committee to publicize the existence of the Flood Damage Reduction Grant Program and solicit and accept applications requesting a portion of the Grant Funds for use in proposed flood management projects;

WHEREAS, the District submitted applications to the Ad-Hoc Committee requesting Grant Funds for use in repairing the District's levees, the estimated cost of which is unknown;

WHEREAS, after evaluating all applications submitted for the Grant Funds, the Ad-Hoc Committee has recommended allocating Grant Funds to the District in the amount of Five Thousand Dollars, (\$5,000) to support the District's proposed project;

WHEREAS, the County Council has, through Ordinance 15-\_\_\_\_, approved the Ad-Hoc Committee's recommendations and authorized the County Executive to execute this Agreement; and

WHEREAS, pursuant to chapter 39.34 RCW, each of the parties is authorized to enter into an interlocal agreement with the other;

## AGREEMENT

NOW, THEREFORE, the County and the District agree as follows:

### I. Responsibilities of the Parties:

#### A. Snohomish County:

1. The County agrees to contribute Five Thousand Dollars, (\$5,000) (the "Contribution") of the Grant Funds to the District to be used for evaluation of the damaged levee section, located at 5727 Rivershore Road, as described in the District's application submitted to the Ad-Hoc Committee, and to develop a long term plan to fund the operation and maintenance of the District (the "Project").
2. The County shall disburse the Contribution to the District within approximately sixty (60) days after the date on which this Agreement is fully executed by both parties.

#### B. Drainage District No. 13:

1. The District, as owner of the flood control facilities at issue, agrees to act as the project manager and to enter into all necessary contracts to ensure proper construction of the Project.
2. The District agrees to pay for all costs associated with the Project, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc.
3. The District agrees to use the Contribution to provide the County with (i) a conceptual design of the proposed repair, and (ii) a plan to fund the repair and the ongoing operation and maintenance of the District.
4. The District agrees to provide to the County copies of receipts for labor, materials and equipment showing how the Contribution was spent.
5. The District agrees to allow County staff to inspect the completed Project.
6. To maintain future eligibility for County grant funding, the District agrees to include project elements to improve riparian and/or fish habitat.
7. Should the District fail to complete the Project without good cause, the District agrees that such failure shall make the District ineligible to receive any grant funds that might otherwise be available from the County for flood damage reduction during the 2016 calendar year.

II. Effectiveness and Duration:

A. This Agreement shall become effective when each of the following has occurred:

1. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;
2. Execution of the Agreement by the duly authorized representative of each of the parties hereto; and
3. In accordance with RCW 39.34.040, the fully executed Agreement is either (i) filed with the Snohomish County Auditor, or (ii) posted on the County's Interlocal Agreements website.

B. This Agreement shall expire on December 31, 2015.

III. Amendments, Extension or Termination:

This Agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

IV. Integration Clause:

There are no verbal or other agreements which modify this document.

V. Compliance with Law:

The parties, in the performance of this Agreement agree to comply with all applicable local, state, and/or federal laws and ordinances applicable to the activities contemplated herein.

VI. Severability:

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

VII. Notices:

All notices required to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

Drainage District No. 13  
7301 Rivershore Road  
Snohomish, WA 98290  
Attn: Ben Krause, Chairman

Snohomish County Dept. of Public Works  
Surface Water Management Division  
3000 Rockefeller Ave, M/S 607  
Everett, WA 98201-4046  
Attn: Director

VIII. Hold Harmless and Indemnification:

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or default of the indemnifying party under this Agreement. The provisions of this Section VIII shall survive the expiration or earlier termination of this Agreement.

IX. Interlocal Cooperation Act.

This Agreement is made and entered into under the authority of chapter 39.34 RCW, the Interlocal Cooperation Act. The purpose of this Agreement is to assist the District with needed repairs to flood control structures that provide protection to public infrastructure and private properties. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer the party's participation in this Agreement. The parties' initial Administrators shall be the individuals specified in Section VII above. Either party may change its Administrator at any time by delivering written notice of the party's new Administrator to the other party. The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**THE COUNTY:**

Snohomish County, a political subdivision of  
the State of Washington

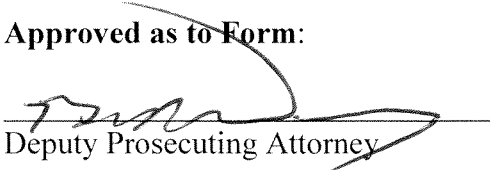
**THE DISTRICT:**

Drainage District No. 13, a special purpose  
district organized under chapter 85.38 RCW

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

  
Deputy Prosecuting Attorney

*[The remainder of this page is intentionally left blank.]*

**EXHIBIT D  
to  
ORDINANCE NO. 15-\_\_\_\_**

**Interlocal Agreement Between Snohomish County and French Slough  
Flood Control District for Flood Damage Reduction**

*[See Attached]*

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND FRENCH SLOUGH FLOOD CONTROL DISTRICT  
FOR FLOOD DAMAGE REDUCTION

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND FRENCH SLOUGH FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and French Slough Flood Control District, a special purpose district organized under chapter 85.38 RCW (the "District").

RECITALS

WHEREAS, the District manages its facilities to improve the farming and use of agricultural land along the Snohomish and Pilchuck rivers and to drain flood waters after major floods;

WHEREAS, the District as part of its ongoing repair and maintenance program needs to finalize repairs to its facilities damaged during the winter of 2014/2015;

WHEREAS, the District and the County recognize the value of repairing damages to District facilities to maintain flood protection to homes, farms and County roads;

WHEREAS, the County has established a Flood Damage Reduction Grant Program and approved a total funding amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "Grant Funds") in the 2015 Surface Water Management Budget to benefit flood management in Snohomish County;

WHEREAS, the County has established an Ad-Hoc Committee to publicize the existence of the Flood Damage Reduction Grant Program and solicit and accept applications requesting a portion of the Grant Funds for use in proposed flood management projects;

WHEREAS, the District submitted an application to the Ad-Hoc Committee requesting Grant Funds for use in repairing the District's levees, the estimated cost of which is Nine Hundred Thirty Thousand Dollars, (\$930,000);

WHEREAS, after evaluating all applications submitted for the Grant Funds, the Ad-Hoc Committee has recommended allocating Grant Funds to the District in the amount of Sixty Thousand Dollars, (\$60,000) to support the District's proposed projects;

WHEREAS, the County Council has, through Ordinance 15-\_\_\_\_, approved the Ad-Hoc Committee's recommendations and authorized the County Executive to execute this Agreement; and



WHEREAS, pursuant to chapter 39.34 RCW, each of the parties is authorized to enter into an interlocal agreement with the other;

## AGREEMENT

NOW, THEREFORE, the County and the District agree as follows:

I. Responsibilities of the Parties:

A. Snohomish County:

1. The County agrees to contribute Sixty Thousand Dollars, (\$60,000) (the "Contribution") of the Grant Funds to the District to be used for levee repairs at the mouth of the Pilchuck River and along Sexton Road, as described in the District's application submitted to the Ad-Hoc Committee (the "Projects") a copy of which is attached hereto as Exhibit A.
2. The County shall disburse the Contribution to the District within approximately sixty (60) days after the date on which this Agreement is fully executed by both parties.

B. French Slough Flood Control District:

1. The District, as owner of the flood control facilities at issue, agrees to act as the project manager and to enter into all necessary contracts to ensure proper construction of the Projects.
2. The District agrees to pay for all costs associated with the Projects, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc. Concurrent therewith, the District covenants and agrees to contribute matching funds (and/or in-kind labor having an equivalent value) in an amount not less than \$15,000 towards completion of the Project(s)
3. The District agrees to provide to the County copies of receipts for labor, materials and equipment showing how the Contribution was spent, and showing a minimum of Fifteen Thousand Dollars (\$15,000) in in matching contribution by the District.
4. The District agrees to allow County staff to inspect the completed Projects.
5. To maintain future eligibility for County grant funding, the District agrees to include project elements to improve riparian and/or fish habitat.
6. Should the District fail to complete the Projects without good cause, the District agrees that such failure shall make the District ineligible to receive any grant

funds that might otherwise be available from the County for flood damage reduction during the 2016 calendar year.

II. Effectiveness and Duration:

A. This Agreement shall become effective when each of the following has occurred:

1. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;
2. Execution of the Agreement by the duly authorized representative of each of the parties hereto; and
3. In accordance with RCW 39.34.040, the fully executed Agreement is either (i) filed with the Snohomish County Auditor, or (ii) posted on the County's Interlocal Agreements website.

B. This Agreement shall expire on December 31, 2015.

III. Amendments, Extension or Termination:

This Agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

IV. Integration Clause:

There are no verbal or other agreements which modify this document.

V. Compliance with Law:

The parties, in the performance of this Agreement agree to comply with all applicable local, state, and/or federal laws and ordinances applicable to the activities contemplated herein.

VI. Severability:

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

VII. Notices:

All notices required to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

French Slough Flood Control District  
8222 Riverview Road  
Snohomish, WA 98290  
Attn: Neil Wheeler, Manager

Snohomish County Dept. of Public Works  
Surface Water Management Division  
3000 Rockefeller Ave, M/S 607  
Everett, WA 98201-4046  
Attn: Director

VIII. Hold Harmless and Indemnification:

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or default of the indemnifying party under this Agreement. The provisions of this Section VIII shall survive the expiration or earlier termination of this Agreement.

IX. Interlocal Cooperation Act.

This Agreement is made and entered into under the authority of chapter 39.34 RCW, the Interlocal Cooperation Act. The purpose of this Agreement is to assist the District with needed repairs to flood control structures that provide protection to public infrastructure and private properties. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer the party's participation in this Agreement. The parties' initial Administrators shall be the individuals specified in Section VII above. Either party may change its Administrator at any time by delivering written notice of the party's new Administrator to the other party. The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**THE COUNTY:**

Snohomish County, a political subdivision of  
the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE DISTRICT:**

French Slough Flood Control District, a  
special purpose district organized under  
chapter 85.38 RCW

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

  
Deputy Prosecuting Attorney

*[The remainder of this page is intentionally left blank.]*

Exhibit A  
FRENCH SLOUGH FLOOD CONTROL DISTRICT 2015 APPLICATION FOR FLOOD DAMAGE  
REDUCTION GRANT

## FLOOD DAMAGE REDUCTION GRANT APPLICATION

Name of Applicant French Slough Flood Control District Date 3-16-15

Mailing Address: P O Box 553 Snohomish, WA 98291

Contact Person for Project Coordination Neil Wheeler, Manager

Contact phone number: 425-308-9854 Contact email: neilwheeler@comcast.net

Location of Project (attach Map): Mouth of Pilchuck River flowing into Snohomish River

Scope of Project (Explain problem, benefits and project. Attach preliminary plans and photos.):

This project is located where Old Snohomish-Monroe Road crosses-over the Pilchuck River Bridge. There are numerous county roads, houses, barns, AT&T cables, PSE, railroad, nursery stock, radio towers and livestock that are being protected. The floodplain affected by this section of dike is about 5,000 acres. The reason for the project is the dike in this area has been a constant security issue since 1984 when a finger of land was washed away. The project is located on two different sites. Site 1 is where the Pilchuck River flows into the Snohomish River creating a point. At this site rock will be placed on the point where there is no protection. This is about 40 feet and will be done when the tide is out. No in-water work is required. Upstream from the point where erosion has occurred, approximately 100 feet of rock will be placed along the bank. The second part of the project is to dig a trench at the toe of the existing levee. It begins on the Snohomish River a little upstream from the point and heads downstream and bends so the trench faces upstream on the Pilchuck for a distance of about 550 feet. The total length of the trench is 585 feet long. Once the trench is dug, rock will be placed in the trench in such a way as to protect the levee if the river erodes enough soil to get to the trenched area. After the rock is in place, the trench will be backfilled with the soil which was removed. Planting and leveling will then occur. Site 2 is a slide area which occurred 2 years ago during a flood event. The slide is about 75 feet downstream of the Pilchuck Bridge. This will require reshaping the slope of the bank and placing rock at the toe. Site 2 will consist of about 160 feet of bank maintenance. This project is the result of FSFCD levee system coming under ACE PL88-94 Program. FSFCD is responsible for 20% of the cost of the project along with ACE paying for 80% of the cost. FSFCD portion will be \$180,000. French Slough Flood Control District is asking for \$120,000 for this project.

Estimate of Project Cost: FSFCD's portion \$ 180,000 Applicant Grant Match: 25%

Work to be performed by: Contractor Owner District City Other

Required Project Permits. Please list. Obtained by ACE

Estimated start date: Mid July 2015 Estimated completion date: August 25, 2015

Signature of Authorized Representative of Applicant: Neil Wheeler

Title Manager Date 3-16-15

## FLOOD DAMAGE REDUCTION GRANT APPLICATION

Name of Applicant French Slough Flood Control District DATE 3-14-2015

Mailing Address: P O Box 553

Snohomish, WA 98291

Contact Person for Project Coordination Neil Wheeler, Manager

Contact phone number: 425-308-9854 \_\_\_\_\_ Contact email:  
neilwheeler@comcast.net

Location of Project (attach Map): 7922 Sexton Road

Scope of Project (Explain problem, benefits and project. Attach preliminary plans and photos.):

The Sexton Levee is along the Pilchuck River to the north of 6<sup>th</sup> St. Bridge and ends where levee intersects with Sexton Road. The damaged portion of levee is at 7922 Sexton Road.

The levee protects about 25 to 30 houses, about the same number of barns, many workshops as well as the property itself. There are 4 county roads that are protected by this levee.

The flood event that happened January 5<sup>th</sup> to January 7<sup>th</sup> was high enough that it overtopped the existing levee for about 12 to 14 hours at a height of 18 inches at the highest. The water caused considerable damage to the dike even though the dike was repaired in 2013. The levee did hold back considerable floodwaters but in this small section, it was not high enough. The height of the levee is in agreement with Snohomish River Comprehension Flood Control Management Plan.

The repair will consist of scraping the grass off the levee, remove trees and stumps that are in prism of levee, haul in glacial till soil, compact the new soil, put on topsoil and hydroseed.

Estimate of Project Cost: \$30,000 Applicant Grant Match: \$7,500

Work to be performed by: Contractor Owner District City Other \_\_\_\_\_  
*Asking for - \$22,500*

Required Project Permits. Please list. None

Estimated start date: March 2, 2015 Estimated completion date: March 17, 2015

Signature of Authorized Representative of Applicant:

Neil Wheeler, Manager Date 3-14-15

**EXHIBIT E  
to  
ORDINANCE NO. 15-\_\_\_\_**

**Interlocal Agreement Between Snohomish County and Stillaguamish Flood  
Control District for Flood Damage Reduction**

*[See Attached]*



INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND STILLAGUAMISH FLOOD CONTROL DISTRICT  
FOR FLOOD DAMAGE REDUCTION

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND STILLAGUAMISH FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Stillaguamish Flood Control District, a special purpose district organized under chapter 85.38 RCW (the "District").

RECITALS

WHEREAS, the District manages its facilities to improve the farming and use of agricultural land along the Stillaguamish River and to drain flood waters after major floods;

WHEREAS, the District as part of its ongoing repair and maintenance program needs to finalize repairs to its facilities damaged during the winter of 2014/2015;

WHEREAS, the District and the County recognize the value of repairing damages to District facilities to maintain flood protection to homes, farms and County roads;

WHEREAS, the County has established a Flood Damage Reduction Grant Program and approved a total funding amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "Grant Funds") in the 2015 Surface Water Management Budget to benefit flood management in Snohomish County;

WHEREAS, the County has established an Ad-Hoc Committee to publicize the existence of the Flood Damage Reduction Grant Program and solicit and accept applications requesting a portion of the Grant Funds for use in proposed flood management projects;

WHEREAS, the District submitted an application to the Ad-Hoc Committee requesting Grant Funds for use in repairing the District's levees, the estimated cost of which is Seventy Five Thousand Dollars, (\$75,000);

WHEREAS, after evaluating all applications submitted for the Grant Funds, the Ad-Hoc Committee has recommended allocating Grant Funds to the District in the amount of Twenty Seven Thousand Dollars, (\$27,000) to support the District's proposed project;

WHEREAS, the County Council has, through Ordinance 15-\_\_\_\_, approved the Ad-Hoc Committee's recommendations and authorized the County Executive to execute this Agreement; and

WHEREAS, pursuant to chapter 39.34 RCW, each of the parties is authorized to enter into an interlocal agreement with the other;

## AGREEMENT

NOW, THEREFORE, the County and the District agree as follows:

### I. Responsibilities of the Parties:

#### A. Snohomish County:

1. The County agrees to contribute Twenty Seven Thousand Dollars, (\$27,000) (the "Contribution") of the Grant Funds to the District to be used for levee repairs along 850 feet of 98<sup>th</sup> Avenue NW, as described in the District's application submitted to the Ad-Hoc Committee (the "Project").
2. The County shall disburse the Contribution to the District within approximately sixty (60) days after the date on which this Agreement is fully executed by both parties.

#### B. Stillaguamish Flood Control District:

1. The District, as owner of the flood control facilities at issue, agrees to act as the project manager and to enter into all necessary contracts to ensure proper construction of the Project.
2. The District agrees to pay for all costs associated with the Project, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc. Concurrent therewith, the District covenants and agrees to contribute matching funds (and/or in-kind labor having an equivalent value) in an amount not less than \$6,750 towards completion of the Project(s).
3. The District agrees to provide to the County copies of receipts for labor, materials and equipment showing how the Contribution was spent, and showing a minimum of Six Thousand Seven Hundred Fifty Dollars (\$6,750) in matching contribution by the District.
4. The District agrees to allow County staff to inspect the completed Project.
5. To maintain future eligibility for County grant funding, the District agrees to include project elements to improve riparian and/or fish habitat.
6. Should the District fail to complete the Project without good cause, the District agrees that such failure shall make the District ineligible to receive any grant

funds that might otherwise be available from the County for flood damage reduction during the 2016 calendar year.

II. Effectiveness and Duration:

A. This Agreement shall become effective when each of the following has occurred:

1. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;
2. Execution of the Agreement by the duly authorized representative of each of the parties hereto; and
3. In accordance with RCW 39.34.040, the fully executed Agreement is either (i) filed with the Snohomish County Auditor, or (ii) posted on the County's Interlocal Agreements website.

B. This Agreement shall expire on December 31, 2015.

III. Amendments, Extension or Termination:

This Agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

IV. Integration Clause:

There are no verbal or other agreements which modify this document.

V. Compliance with Law:

The parties, in the performance of this Agreement agree to comply with all applicable local, state, and/or federal laws and ordinances applicable to the activities contemplated herein.

VI. Severability:

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

VII. Notices:

All notices required to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

Stillaguamish Flood Control District  
P.O. Box 2512  
Stanwood, WA 98292  
Attn: Chuck Hazleton, Commissioner

Snohomish County Dept. of Public Works  
Surface Water Management Division  
3000 Rockefeller Ave, M/S 607  
Everett, WA 98201-4046  
Attn: Director

VIII. Hold Harmless and Indemnification:

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or default of the indemnifying party under this Agreement. The provisions of this Section VIII shall survive the expiration or earlier termination of this Agreement.

IX. Interlocal Cooperation Act.

This Agreement is made and entered into under the authority of chapter 39.34 RCW, the Interlocal Cooperation Act. The purpose of this Agreement is to assist the District with needed repairs to flood control structures that provide protection to public infrastructure and private properties. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer the party's participation in this Agreement. The parties' initial Administrators shall be the individuals specified in Section VII above. Either party may change its Administrator at any time by delivering written notice of the party's new Administrator to the other party. The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**THE COUNTY:**

Snohomish County, a political subdivision of  
the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

  
Deputy Prosecuting Attorney

**THE DISTRICT:**

Stillaguamish Flood Control District, a  
special purpose district organized under  
chapter 85.38 RCW

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[The remainder of this page is intentionally left blank.]*

Exhibit A  
STILLAGUAMISH FLOOD CONTROL DISTRICT 2015 APPLICATION FOR FLOOD DAMAGE  
REDUCTION GRANT

RECEIVED

APR 15 2015

SURFACE WATER MGMT.

FLOOD DAMAGE REDUCTION GRANT APPLICATION

Name of Applicant Stillaguamish Flood Control District Date April 15, 2015

Mailing Address: P.O. Box 2512, Stanwood, WA 98292

Contact Person for Project Coordination Chuck Hazleton or alternatively Henry E. Lippek

Phone: 360 652-9233 or 206 389-1652 email: eagletreefarm@frontier.com or lippek@aol.com

Location of Project (attach Map): Leque Road Levee Repair Project beginning at the intersection of 264<sup>th</sup> St NW and 98<sup>th</sup> Ave NW, thence northerly 850' along 98<sup>th</sup> Ave NW. Attachment A (beginning at 48°14'19.2"N 122°21'58.7"W or 48.238662, -122.366312 and ending 850 feet northerly to 48°14'17.9"N 122°21'58.3"W or 48.238317, -122.366196).

Scope of Project (Explain problem, benefits and project. Attach preliminary plans and photos.):

Inspections by Flood District Commissioners and the County River Engineer disclosed width and height weaknesses and unacceptable seepage in this segment of the Leque Road levee. The District does not have adequate resources to repair this levee segment, which now requires prompt remediation. The attached photos show the levee segment requiring remediation (*Attachments B, C, and D*).

This project will consist of removing material from the top of the levee to a width adequate to safely support a mini-excavator, excavating a 16" wide and about 9' deep trench down the middle of the levee, immediately filling the trench with a custom mix concrete slurry to form a stabilizing and sealing curtain wall and replacing the material removed to the levee to achieve proper elevation, contours and slopes. Levee excavation cross-section drawing is *Attachment E*.

This work will reduce risk of levee failure in this segment, preventing catastrophic flooding of 264<sup>th</sup> St NW, 98<sup>th</sup> Ave NW and Leque Road, a key local access road. Residents and over 200 acres of highly-productive agricultural lands will be benefitted. These repairs will also resolve the troublesome leaking culvert problem on 98<sup>th</sup> Ave NW.

Estimate of Project Cost: **\$75,000** to stabilize the levee, prevent unacceptable leakage, clean adjacent drainage ditches, and repair a culvert.

Curtain wall (custom concrete mix) 450 yds @ \$10/yd =	\$45,000
Labor & equipment for 10 work days	20,000
Contingency	5,000
Planting and hydroseed placement	5,000
Total project estimated cost:	\$75,000

Work to be performed by: Flood District and contractor.

Permits Required by Project? Please list. Since the proposed maintenance work will be on the levee landward side during seasonal low tides, the work will have no effect on fish bearing waters, no permits are expected to be required.

Estimated start date: June 1, 2015 Estimated completion date: October 15, 2015

Signature of Authorized Representative of Applicant:

Date: April 15, 2015.

STILLIGAMISH FLOOD CONTROL DISTRICT

*Chuck Hazleton*

Chuck Hazleton, chair  
Board of Commissioners

Attachments:

- A Location map
- B, C, D Photos of project location
- E Levee excavation cross-section drawing



**EXHIBIT F  
to  
ORDINANCE NO. 15-\_\_\_\_**

**Interlocal Agreement Between Snohomish County and Marshland Flood  
Control District for Flood Damage Reduction**

*[See Attached]*

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND MARSHLAND FLOOD CONTROL DISTRICT  
FOR FLOOD DAMAGE REDUCTION

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND MARSHLAND FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Marshland Flood Control District, a special purpose district organized under chapter 86.09 RCW (the "District").

RECITALS

WHEREAS, the District manages its facilities to improve the farming and use of agricultural land along the Snohomish River and to drain flood waters after major floods;

WHEREAS, the District as part of its ongoing repair and maintenance program needs to finalize repairs to its facilities damaged during the winters of 2013, 2014 & 2015;

WHEREAS, the District and the County recognize the value of repairing damages to District facilities to maintain flood protection to homes, farms and County roads;

WHEREAS, the County has established a Flood Damage Reduction Grant Program and approved a total funding amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "Grant Funds") in the 2015 Surface Water Management Budget to benefit flood management in Snohomish County;

WHEREAS, the County has established an Ad-Hoc Committee to publicize the existence of the Flood Damage Reduction Grant Program and solicit and accept applications requesting a portion of the Grant Funds for use in proposed flood management projects;

WHEREAS, the District submitted an application to the Ad-Hoc Committee requesting Grant Funds for use in repairing the District's levees, the estimated cost of which is Two Hundred Fifty Thousand Dollars (\$250,000);

WHEREAS, after evaluating all applications submitted for the Grant Funds, the Ad-Hoc Committee has recommended allocating Grant Funds to the District in the amount of Thirty Two Thousand Dollars, (\$32,000) to support the District's proposed project;

WHEREAS, the County Council has, through Ordinance 15-\_\_\_\_, approved the Ad-Hoc Committee's recommendations and authorized the County Executive to execute this Agreement; and

WHEREAS, pursuant to chapter 39.34 RCW, each of the parties is authorized to enter into an interlocal agreement with the other;

## AGREEMENT

NOW, THEREFORE, the County and the District agree as follows:

### I. Responsibilities of the Parties:

#### A. Snohomish County:

1. The County agrees to contribute Thirty Two Thousand Dollars, (\$32,000) (the "Contribution") of the Grant Funds to the District to be used for levee repairs along the left bank of the Snohomish River, directly across from the mouth of the Pilchuck River, as described in the District's application submitted to the Ad-Hoc Committee (the "Project").
2. The County shall disburse the Contribution to the District within approximately sixty (60) days after the date on which this Agreement is fully executed by both parties.

#### B. Marshland Flood Control District:

1. The District, as owner of the flood control facilities at issue, agrees to act as the project manager and to enter into all necessary contracts to ensure proper construction of the Project.
2. The District agrees to pay for all costs associated with the Project, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc. Concurrent therewith, the District covenants and agrees to contribute matching funds (and/or in-kind labor having an equivalent value) in an amount not less than \$8,000 towards completion of the Project(s).
3. The District agrees to provide to the County copies of receipts for labor, materials and equipment showing how the Contribution was spent, and showing a minimum of Eight Thousand Dollars (\$8,000) in matching contribution by the District.
4. The District agrees to allow County staff to inspect the completed Project.
5. To maintain future eligibility for County grant funding, the District agrees to include project elements to improve riparian and/or fish habitat.
6. Should the District fail to complete the Project without good cause, the District agrees that such failure shall make the District ineligible to receive any grant

funds that might otherwise be available from the County for flood damage reduction during the 2016 calendar year.

II. Effectiveness and Duration:

A. This Agreement shall become effective when each of the following has occurred:

1. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;
2. Execution of the Agreement by the duly authorized representative of each of the parties hereto; and
3. In accordance with RCW 39.34.040, the fully executed Agreement is either (i) filed with the Snohomish County Auditor, or (ii) posted on the County's Interlocal Agreements website.

B. This Agreement shall expire on December 31, 2015.

III. Amendments, Extension or Termination:

This Agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

IV. Integration Clause:

There are no verbal or other agreements which modify this document.

V. Compliance with Law:

The parties, in the performance of this Agreement agree to comply with all applicable local, state, and/or federal laws and ordinances applicable to the activities contemplated herein.

VI. Severability:

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

VII. Notices:

All notices required to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

Marshland Flood Control District  
P.O. Box 85  
Snohomish, WA 98291  
Attn: Gary Brandstetter, Secretary/Manager

Snohomish County Dept. of Public Works  
Surface Water Management Division  
3000 Rockefeller Ave, M/S 607  
Everett, WA 98201-4046  
Attn: Director

VIII. Hold Harmless and Indemnification:

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or default of the indemnifying party under this Agreement. The provisions of this Section VIII shall survive the expiration or earlier termination of this Agreement.

IX. Interlocal Cooperation Act.

This Agreement is made and entered into under the authority of chapter 39.34 RCW, the Interlocal Cooperation Act. The purpose of this Agreement is to assist the District with needed repairs to flood control structures that provide protection to public infrastructure and private properties. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer the party's participation in this Agreement. The parties' initial Administrators shall be the individuals specified in Section VII above. Either party may change its Administrator at any time by delivering written notice of the party's new Administrator to the other party. The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**THE COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

  
Deputy Prosecuting Attorney

**THE DISTRICT:**

Marshland Flood Control District, a special purpose district organized under chapter 86.09 RCW

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[The remainder of this page is intentionally left blank.]*

Exhibit A  
MARSHLAND FLOOD CONTROL DISTRICT 2015 APPLICATION FOR FLOOD DAMAGE REDUCTION  
GRANT

FLOOD DAMAGE REDUCTION GRANT APPLICATION

Name of Applicant MARSHLAND FLOOD CONTROL DIST Date MARCH 9, 2015

Mailing Address: P.O. Box 85  
SNOHOMISH, WA 98291-0085

Contact Person for Project Coordination GARY BRANDSTETTER, SEC/MGR

Contact phone number: 425 760 4262 Contact email: gary@glbrandstetterlaw.com

Location of Project (attach Map): SEE MAP - RED "BOW" IN RED CIRCLE

Scope of Project (Explain problem, benefits and project. Attach preliminary plans and photos.):

REPAIR OF LEVEE ON WEST SHORE OF SNOHOMISH RIVER ACROSS FROM  
MOUTH OF PILCHUCK RIVER. LEVEE PROTECTS AIRPORT WAY, SPRING-  
HETTI ROAD AND HWY 9, AS WELL AS AIRPORT AND ENVIRONS.  
AT LEAST 100-150 CITIZENS AND 900 OF DISTRICTS 6, 200  
ACRES ARE PROTECTED. SOIL WRAP REPAIR DONE IN 2009 HAS  
PARTIALLY SLOUGHED AWAY AS NRCS AND SCD ENGINEERS WIT-  
NESSED ON 1/29/15.

Estimate of Project Cost: \$250,000.00 Applicant Grant Match: \$62,500.00

Work to be performed by: ☒ Contractor ☐ Owner ☐ District ☐ City ☐ Other

Required Project Permits. Please list. HPA, FLOOD HAZARD PERMIT

Estimated start date: 7/15/15 - 9/15/15 Estimated completion date: BY OR BEFORE 10/15/15

Signature of Authorized Representative of Applicant:

Wari Bailey Date: MARCH 9, 2015

Chair Marshland Flood Control  
(Title)

Attach additional pages as needed.